

CURT SMITCH
Director



cc: Renfrow

STATE OF WASHINGTON
DEPARTMENT OF WILDLIFE

600 Capitol Way North • Olympia, Washington 98501-1091 • (206) 753-5700

September 4, 1991

Mr. John Keys, III, Regional Director
USDA Bureau of Reclamation
Federal Building & U.S. Courthouse
Box 043 - 550 West Fort Street
Boise, Idaho 83724-0043

Dear Mr. Keys:

RE: Wildlife Mitigation Agreement for Yakima-Tieton Irrigation District
Rehabilitation and Betterment Project

Enclosed is a copy of the final signed version of the Wildlife Mitigation Agreement. Please call me at 753-3318 if you have any questions or concerns.

Sincerely,

Carl Leigh for
David R. Mudd
Regulatory Services Manager

DM:pd

Enclosure

cc: Dave Frederick, Field Supervisor
USDI Fish and Wildlife Service
3704 Griffin Lane SE, Suite 102
Olympia, Washington 98501

Warren Dickman, Secretary-Manager
Yakima-Tieton Irrigation District
470 Camp 4 Road
Yakima, Washington 98908

WILDLIFE MITIGATION AGREEMENT

FOR

YAKIMA-TIETON IRRIGATION DISTRICT REHABILITATION
AND BETTERMENT PROJECT

BETWEEN

YAKIMA-TIETON IRRIGATION DISTRICT (YTID)
USDI BUREAU OF RECLAMATION (USBR)
USDI FISH & WILDLIFE SERVICE (USFWS)
WASHINGTON DEPARTMENT OF WILDLIFE (WDW)

WHEREAS, The loss of habitat for wildlife was an identified impact of the piping and pressurization of the YTID;

WHEREAS, In accordance with the National Environmental Policy Act, the Washington State Environmental Policy Act and the Fish and Wildlife Coordination Act, a plan was developed to mitigate losses of wildlife habitat;

WHEREAS, Based upon the expected implementation of the original mitigation plan, it was determined that no significant adverse environmental impacts would occur. A Finding of No Significant Impact (FONSI) was issued by the Water and Power Resource Service (now USBR), the project was approved, piping and pressurization was completed and the system placed into operation;

WHEREAS, The original mitigation plan and other on-site mitigation proposals proved to be unworkable; and

WHEREAS, The parties agreed to develop and implement a workable, alternative mitigation plan;

BE IT HEREBY RESOLVED AND AGREED, that the parties shall implement the following mitigation measures. These measures shall fully satisfy the mitigation requirements set forth in the FONSI issued January 28, 1981, by the USDI Bureau of Reclamation. The obligation of each party is limited to that which is itemized below.

1. YTID shall, within 30 days of the signing of this agreement, provide a sum of \$225,000.00 to the WDW, to be placed in a trust fund for the mitigation of the wildlife impacts of the 1981 YTID Rehabilitation and Betterment Project.

2. The WDW shall establish an interest-bearing trust fund account for these funds, and prepare annually a statement/report regarding the status and activity of the fund. Copies of the annual statement/report shall be distributed to YTID, USBR and USFWS.
3. The WDW shall use approximately \$105,000 of the original \$225,000 for acquisition of easements and/or lands in fee title, and for the enhancement of riparian and wetland components of these lands for wildlife habitat. WDW shall have sole discretion in selecting appropriate lands, and sole responsibility for their acquisition. Lands and easements shall be obtained only from willing sellers. Acquisition is expected to be completed within a ten year period. Lands or easements to be acquired shall feature riparian or wetland areas and/or opportunities to create riparian or wetland plant communities. Selection of lands and easements shall be dependent upon the availability of such lands and shall be in accordance with the following order of priority: 1) Lands in the Yakima River Floodplain between the confluence of the Naches River and the town of Prosser, 2) Lands in the Yakima River Basin downstream from Selah Gap and below 2,300 feet elevation, and 3) Other lands in the Yakima River Basin.
4. The WDW shall retain approximately \$120,000 of the original \$225,000 in the trust fund as an endowment to generate income to be expended as listed below in item 5. Additional funds may be added to this endowment from sources other than YTID if and when such funds are available.
5. Income earned from the investment of the trust fund and endowment shall be used for operation, maintenance, and enhancement of acquired lands/easements and/or acquisition of additional lands consistent with item 3 above, and/or it may be added to the endowment.
6. The WDW may, with approval from USFWS, combine funds from this trust fund with other available funds to enable acquisition of larger parcels of land or easements than would otherwise be possible.
7. The USBR shall provide written approval for YTID's use of funds from the Reserve fund required by Contracts Numbered 2-07-10-W0426 and 6-07-10-W0603.
8. After payment of the amount provided above, YTID shall have no future responsibility for mitigation of impacts resulting from the piping and pressurization of the YTID, and shall have no further responsibility under this agreement, including but not limited to responsibility for management, investment or expenditure of the funds paid, or for the operation, maintenance or enhancement of acquired lands/easements.

This agreement shall be effective as of the date of execution by all parties and shall continue in force and in effect in perpetuity.

Accepted and Approved by:

Wm Dickinson

Secretary Manager, Yakima-Tieton Irrigation District

8/15/91

Date

Paul Smith

Director, Washington Department of Wildlife

7/16/91

Date

acting Nancy J. Gloman

Field Supervisor, U.S. Fish and Wildlife Service

7/25/91

Date

John W. Teyss, III

Regional Director, U.S. Bureau of Reclamation

AUGUST 16, 1991

Date

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